

**EXHIBIT A**



Non Ferrous Trading Inc.

222 Bloomingdale Road • White Plains, NY 10605  
Tel: (914) 368-2206 • Fax (914) 368-2217

**PURCHASE AGREEMENT NO. M1313-P**

**McQAN Corporation**

**AND**

**MCC NON FERROUS TRADING INC.**

**Philippines Copper Wire Scrap**

**DATED: October 16, 2013**

AGREEMENT # M1313-P

McQAN Corporation, #606, Bundang Amigo Tower 358-2, Yatap-dong, Bundang-gu, Seongnam-si, Gyeonggi-do 463-828, Korea hereinafter called "McQAN Corporation and /or Buyer" agrees to sell.....

AND

MCC NON FERROUS TRADING INC., 222 Bloomingdale Road, Suite 401, White Plains, NY 10605, hereinafter called "MCC /or Seller" agrees to Buy.....

1. PRODUCT

Copper wire scrap as per ISRI Berry (Grade Cu>99.7%)

Material to be free of plastic and other debris

2. QUANTITY

A trial lot of approximately 300 Mt, followed by 300-500 Mt per month upon successful completion of the trial load.

3. SHIPMENT

Initial shipment shall take place no later than 14 days after payment of performance bond to Seller and after inspection of the material by Buyer or Buyer's representative. Material to be packaged in 1 ton bags/steel drums in 20 ft containers. Trial shipment to be followed by regular monthly shipments of approximately 300 - 500 WMT each month provided the trial is completed to the satisfaction of all parties.

4. DELIVERY

CIF to Hamburg, Germany, or Brimahaven, Germany or Parity

5. TITLE AND RISK

Title shall pass from to Buyer upon the receipt of the provisional payment from Buyer and Risk shall pass to Buyer once product crosses ship's rail at the port of loading.

6. QUOTATIONAL PERIOD

The Quotational Period shall be the average of the two calendar weeks following the B/L date.

7. PRICE

Copper: Deduct 1.0 units and pay for balance at the LME Settlement for grade A copper averaged for the quotational period, less a deduction of US \$250 per metric ton of material delivered.



8. PAYMENT

10% Performance Bond (PB) to be paid by Buyer to Seller within 3 banking days from the date of signature of revised contract. Such payment to be made after verification of material(s) by representative at sight audit of all ready to shipping out the material by Buyer having the right to be represented at final loading and sealing of containers and to receive a legally binding contract from the Supplier and Seller. Seller will verify to the buyer the existence of material, SGS or International Surveyor



75% will be paid by DP(Document against Payment) payment term through the bank and against the following documents.

- Full set of Original Bills of Lading 3/3 issued according to Buyers written instructions on the L/C, marked Freight Pre-paid and Clean on Board, notifying applicant,
- Seller's Provisional 2/2 Commercial Invoice.
- Certificate of Analysis issued by Seller.
- Certificate of Weights issued by Seller
- Certificate of Insurance covering all risks, war risks and SRCC as per Institute cargo Clause for 110% payable to Buyer in US Dollars

Final payment shall be made within 3 banking days after the issuance of 3<sup>rd</sup> party inspection certificate for all final weights and assays are determined at destination.

Bank Details



9. **WEIGHING, SAMPLING AND DETERMINATION OF MOISTURE**

For the purpose of final settlement, weighing, sampling and moisture determination shall be carried out at destination works with Seller having the right to be represented at their own expense.

10. **FORCE MAJEURE**

Prevention or delay in the performance hereof caused by cessation, interruption or curtailment of operations at Receiver's plant designated to receive the product covered by this agreement for failure of raw material or other operating requirements or for any other reason, or, without regard to the foregoing enumeration, any disabling causes beyond the control of either party, caused by act of nature, strike, fire, flood, traffic interruption, delay in transportation, war, insurrection or mob violence, requirement or regulation of government, or any other cause which cannot be overcome by means normally employed in performance of this agreement, shall entitle the party affected to suspend this agreement. Party immediately affected by such cause shall give prompt written notice to the other party of such cause and shall also give written notice to the other party when the cause ceases to have effect. A suspension of performance pursuant to this agreement shall not have the effect of abrogating the agreement, but immediately upon the termination of the cause of disability, this agreement shall again come into full force and effect. Any suspension under this clause shall not operate to extend this agreement beyond December 31st, 2014.

11. **DEFINITIONS**

A metric ton is 2,204.62 dry pounds avoirdupois.

A unit means 1% or 22.046 pounds per metric ton.

A calendarmonth means a named month in the calendar.

A business day is a named day in the calendar, excluding Saturday, Sunday and major holidays.



The 10% PB is based on 2 weeks average LME price before contract date.  
The 75% TT payment is based on 2 weeks average LME price before B/L date.  
Actual scrap copper price to be determined two weeks average LME price after the B/L date.  
Final 15% must be revised by adding or subtracting the difference from the 85% paid from the actual price after the B/L date.

12. **SUSPENSION OF QUOTATIONS**

In the pricing of product or any metal contained therein, if one or more suspensions of quotations occur for any cause resulting in the absence of the quotation for more than three (3) days during the quotational period specified in this agreement, then the beginning of said period (or the balance thereof if suspension begins during the period) shall be deferred a number of quotational days equal to the number of quotational days occurring during the entire time of suspension, whether before, during or after said quotational period. When the normal number of quotations for the period specified in this agreement have been thus obtained, such quotations shall be averaged for pricing. One or more suspensions of quotations aggregating three (3) days or less during a quotational period shall be disregarded and the remaining quotations shall be averaged for pricing. In case any firm or publication whose quotations are the basis for pricing any metal under this agreement shall go out of business, cease publication, or discontinue the making of quotations, then the quotations by such other firm or publication as the parties shall agree upon shall be used.

13. **NOTICES**

All notices, requests and other communications hereunder shall be in writing and shall be in writing and shall be deemed to have been duly given or made when sent by first classmail, postage prepaid, addressed:

If to Buyer:

MCC Non-Ferrous Trading Inc.  
222 Bloomingdale Road, Suite 401  
White Plains, NY 10605, USA  
Attention: Glendon Archer  
Telephone: 914-368-2208  
Telefax: 914-368-2217

and if to Seller:

McQAN Corporation  
#806, Bundang Amigo Tower 358-2,  
Yatap-dong, Bundang-gu, Seongnam-si,  
Gyeonggi-do 463-828,  
South Korea  
Attn: Jun Yong Lee  
Tel: 82-31-622-0442

or, in each case, at other such address as may be hereafter or has designated most recently in writing by the addressee to the addressor. Any notice given hereunder may be given by telefax and confirmed by mail in due course in which case such notice shall be deemed given or served when sent in e-mail form.



14. **SUCCESSION**

This agreement shall bind and insure to the benefit of the parties hereto, their legal representatives, successors and assigns. This agreement shall not be assignable by either party hereto without the written consent of the other. Such consent shall be unreasonably withheld.

15. **LAW & JURISDICTION**

The construction, validity and enforcement of this CONTRACT, including arbitration, shall be governed by and in accordance with the laws of State of New York to whose Jurisdiction the parties hereby accept acknowledging and using the Rules of the London Metals Exchange. All disputes arising with respect to this CONTRACT or breach thereof shall be resolved by binding arbitration in the New York with proceeding in English

16. **INSURANCE**

Shall be issued by a first class Insurance company at Seller's expense for 110% of the Provisional value covering all risks as per the Institute Cargo Clause including war and Institute strike riot and civil commotion clauses payable to Buyer in US Dollars.

17. **WAIVER**

Waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of such provision.

This Agreement shall take effect as a contract made in accordance with acceptance of the parties and shall be in full force and effect as of October 18, 2013,

McQAN Corporation

By

Oct. 17. 2013

주식회사 맥  
경기도 성남시 분당구 야탑로 81번길 10  
606 (야탑동, 아비고타워빌딩)  
대표이사 이준용



MCC NON FERROUS TRADING INC.

By

10/18/13

*[Signature]*